

CAUSE NO. 366-03629-2023

NUETERRA CAPITAL, LLC.	§	IN THE DISTRICT COURT
	§	
Plaintiff/Garnishor,	§	
VS.	§	
	§	
TTCU FEDERAL CREDIT UNION,	§	
FIFTH THIRD BANK, JP MORGAN	§	
CHASE BANK, WELLS FARGO, N.A.,	§	
AND OZK BANK	§	
	§	
Garnishees,	§	366 <sup>TH</sup> JUDICIAL DISTRICT
	§	
and	§	
	§	
PLATINUM MEDICAL	§	
MANAGEMENT, INC.	§	
	§	
Defendant/Judgment Debtor.	§	COLLIN COUNTY, TEXAS

**PLAINTIFF'S APPLICATION FOR POST-JUDGMENT WRIT OF GARNISHMENT**

TO THE HONORABLE JUDGE OF SAID COURT:

Plaintiff Nueterra Capital, LLC ("Plaintiff") makes this application for the issuance of a writ of garnishment against the Garnishees as described below, and as grounds for the writ shows:

I.

1. Plaintiff in Garnishment is Plaintiff, Nueterra Capital, LLC, a foreign corporation registered to do business in Texas.

2. Garnishee TTCU Federal Credit Union, an Oklahoma Credit Union, is not registered to do business in the State of Texas, does not maintain a place of regular business in Texas, and has no designated agent in Texas on whom service of process may be made in this cause. Accordingly, service of the Application for Writ of

Garnishment may, therefore, be made on the Texas Secretary of State, to be forwarded to TTCU Federal Credit Union Corporate Office, 9815 E. 81<sup>st</sup> Street S., Tulsa OK 74133.

3. Garnishee Fifth Third Bank, which may be served by delivering the writ and other process to its registered agent, John L. McDaniel, 38 Fountain Square Plaza, Mail drop 10AT68, Cincinnati, TX 75263.

4. Garnishee JP Morgan Chase Bank, which may be served by delivering the writ and other process to its registered agent, CT Corporation, 1999 Bryan St., Ste. 900, Dallas, TX 75201-3136.

5. Garnishee Wells Fargo Bank N.A., which may be served by delivering the writ and other process to its registered agent, Corporation Service Company dba CSC - Lawyers Incorporating Service Company, 211 E. 7<sup>th</sup> Street, Suite 620, Austin, TX 78701-3218.

6. Garnishee OZK Bank, which may be served by delivering the writ and other process to its registered agent, National Registered Agents, Inc., 1999 Bryan St., Suite 900, Dallas, TX 75201-3136.

7. Defendant, Platinum Medical Management, Inc., is a Texas limited liability company and is the Judgment Debtor in this post-judgment proceeding.

## II.

8. Plaintiff is the owner and holder a final judgment entered on May 3, 2023, against Defendant in the amount of in the principal amount of \$8,113,569.14, plus post-judgment interest of \$1,627.90 per day until the date judgment is paid. *Central Bank of the Midwest v. Nueterra Capital LLC, v. Platinum Medical Management, Inc.*, No. 22-2218-JWB (N.D. Kan. 2023). A certified copy of this Judgment is attached hereto as

**Exhibit 1** and is incorporated herein by reference. Plaintiff thereafter filed its Notice of Filing of Foreign Judgment with this Court pursuant to the Uniform Enforcement of Foreign Judgment Act, Tex. Civ. Prac. Rem. Code § 35.001, et. seq., which was entered by this Court thereafter on July 12, 2023. Plaintiff requests the Court take notice of the pleadings on file.

9. This judgment is in all things final, valid, and subsisting, and is wholly unpaid to date.

10. Plaintiff has not been able to discover assets of Defendant subject to execution which would satisfy the judgment (specifically, Brandon Deiters, the COO of Platinum Medical Management, Inc., has represented that Defendant has no employees, financial resources, or other assets associated with it.)

### III.

11. Upon information and belief Garnishee TTCU Federal Credit Union, has property belonging to Defendant or is indebted to Defendant as a result of a contractual banking relationship between TTCU Federal Credit Union and Defendant, which includes funds on deposit in one or more savings and/or checking accounts. Therefore, all accounts in the name of Platinum Medical Management, Inc., belong to Defendant.

12. Upon information and belief Garnishee Fifth Third Bank, has property belonging to Defendant or is indebted to Defendant as a result of a contractual banking relationship between Fifth Third Bank and Defendant, which includes funds on deposit in one or more savings and/or checking accounts. Therefore, all accounts in the name of Platinum Medical Management, Inc., are effects belonging to Defendant.

13. Upon information and belief Garnishee JPMorgan Chase Bank, has property belonging to Defendant or is indebted to Defendant as a result of a contractual banking relationship between JPMorgan Chase Bank and Defendant, which includes funds on deposit in one or more savings and/or checking accounts. Therefore, all accounts in the name of Platinum Medical Management, Inc., are effects belonging to Defendant.

14. Upon information and belief Garnishee Wells Fargo, N.A., has property belonging to Defendant or is indebted to Defendant as a result of a contractual banking relationship between Wells Fargo, N.A., and Defendant, which includes funds on deposit in one or more savings and/or checking accounts. Therefore, all accounts in the name of Platinum Medical Management, Inc., are effects belonging to Defendant.

15. Upon information and belief Garnishee OZK Bank, has property belonging to Defendant or is indebted to Defendant as a result of a contractual banking relationship between OZK Bank and Defendant, which includes funds on deposit in one or more savings and/or checking accounts. Therefore, all accounts in the name of Platinum Medical Management, Inc., are effects belonging to Defendant.

16. This Application is not sought to injure or harass either Defendant or the Garnishees but in order to collect on the Judgment owed to Plaintiff.

17. Plaintiff would respectfully assert that no hearing is necessary inasmuch as this is a post-judgment garnishment action. As a result, Plaintiff requests the Clerk of the Court to issue a writ of garnishment to each garnishee upon this application being filed. See Tex. R. Civ. P. 658, 659. For the same reason, Plaintiff would show that no bond is necessary. See Tex. R. Civ. P. 658a.

WHEREFORE, PREMISES CONSIDERED, Plaintiff/Garnishor Nueterra Capital, prays that: a writ of garnishment be issued and served upon each Garnishee described herein, and that Garnishor have judgment against Garnishees to the extent of Judgment Debtor's accounts to satisfy its Judgment against the Judgment Debtor, together with all costs of court incurred in this proceeding, and such other and further relief, both at law and in equity, to which Plaintiff/Garnishor may be justly entitled.

Respectfully submitted,

McDONALD SANDERS,  
A Professional Corporation

By: /s/ Sarah Kline  
Richard C. DeBerry  
State Bar No. 00783948  
[rdeberry@mcdonaldlaw.com](mailto:rdeberry@mcdonaldlaw.com)

Sarah M. Kline  
State Bar No. 24110097  
[smk@mcdonaldlaw.com](mailto:smk@mcdonaldlaw.com)

777 Main Street, Suite 2700  
Fort Worth, Texas 76102  
(817) 336-8651 Telephone  
(817) 334-0271 Facsimile

ATTORNEYS FOR PLAINTIFF/GARNISHOR  
NUETERRA CAPITAL, LLC

**CERTIFICATE OF SERVICE**

This is to certify that on the 11th day of August, 2023 I served the foregoing document upon as required by TEX. R. CIV. P. 21a(a)(1) or (2).

Via CMRR & U.S. First Class Mail  
Platinum Medical Management, Inc.  
709 Business Way  
Wylie, Texas 75098

/s/ Sarah Kline  
Sarah Kline

UNITED STATES DISTRICT COURT

District of

Kansas

EXEMPLIFICATION CERTIFICATE

I, Skyler B. O'Hara, Clerk of this United States District Court, keeper of the records and seal, certify that the attached documents:

JUDGMENT (Doc. 73) filed 5/3/2023 as to  
Case 2:22-cv-02218-JWB-RES, Central Bank of  
the Midwest v. Nueterma Capital, LLC et al.

are true copies of records of this Court.

In testimony whereof I sign my name and affix the seal of this Court, in this District, at

Kansas City, KS

on 7/6/2023

City

Date

Skyler B. O'Hara  
Clerk

Jeffrey A. Hoban  
(By) Deputy Clerk

I, Daniel D. Crabtree, a Judicial Officer of this Court, certify that Skyler B. O'Hara, named above, is and was on the date noted, Clerk of this Court, duly appointed and sworn, and keeper of the records and seal, and that this certificate, and the attestation of the record, are in accordance with the laws of the United States.

7/6/2023  
Date

Daniel D. Crabtree  
Signature of Judge

U.S. District Judge  
Title

I, Skyler B. O'Hara, Clerk of this United States District Court, keeper of the seal, certify that the Honorable Daniel D. Crabtree, Judge

named above, is and was on the date noted a Judicial Officer of this Court, duly appointed, sworn and qualified, and that I am well acquainted with the Judge's official signature and know and certify the above signature to be that of the Judge.

In testimony whereof I sign my name, and affix the seal of this Court at

Kansas City, KS

in this State, on

7/6/2023

City

Date

Skyler B. O'Hara  
Clerk

Jeffrey A. Hoban  
(By) Deputy Clerk

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF KANSAS

CENTRAL BANK OF THE MIDWEST,

Plaintiff,

v.

NUETERRA CAPITAL, LLC,

Defendant/Third Party Plaintiff,

v.

PLATINUM MEDICAL MANAGEMENT, INC.,

Third Party Defendant.

U.S. DISTRICT COURT  
DISTRICT OF KANSAS

SS:  
I hereby certify that the foregoing  
is a true copy of the original on file  
in this court and cause.

SKYLER B. O'HARA, Clerk

By [Signature]  
Deputy

Dated: 7/6/2023

Case No. 22-2218-JWB

**JUDGMENT IN A CIVIL CASE**

- ☐ Jury Verdict. This action came before the Court for a jury trial. The issues have been tried and the jury has rendered its verdict.
- ☒ Decision by the Court. This action came before the Court. The issues have been considered and a decision has been rendered.

In accordance with the court's memorandum and order (Doc. 60), judgment is entered against Defendant in the amount of \$8,113,569.14.<sup>1</sup> Plaintiff is entitled to post-judgment interest at the contract rate of \$1,627.90 per day until the judgment is paid in full.

In accordance with the court's order granting Defendant's second motion for default judgment (Doc. 71) against Third-Party Defendant Platinum Medical Management, Inc ("Platinum"), judgment is entered in favor of Third-Party Plaintiff Nueterra and against Platinum in the amount of \$8,113,569.14 with post-judgment interest at the contract rate of \$1,627.90 per day until the judgment is paid in full.

<sup>1</sup> This includes the principal amount of \$8,019,150.94 plus a per diem rate of \$1,627.90 for the days between March 6, 2023, the date of the court's decision, and the date the judgment is entered, May 3, 2023.



May 3, 2023

Date

SKYLER B. O'HARA  
CLERK OF THE DISTRICT COURT

by: s/ Joyce Roach

Deputy Clerk